SUPREME COURT OF THE UNITED STATES.

No. ~~113~~ 69. 1369.

JOSEPH MANDEVILLE ET. AL., APPELLANTS,

VERSUS

JOHN AND REUBEN WITHERS APPELLEE.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA, HOLDEN IN AND FOR THE COUNTY OF ALEXANDRIA.

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DISTRICT OF COLUMBIA, } *sct.*
County of Alexandria, }

Pleas before the honorable the Judges of the United States' circuit court of the District of Columbia for the county of Alexandria, the 5th day of December, A. D., 1827.

JOHN WITHERS and REUBEN WITHERS, trading under the firm of J. & R. WITHERS,
against
THOMAS SWANN, COLIN AULD, and EDM. I. LEE, assignees of the late Merchants' Bank of Alexandria, and JOHN ANDERSON and others, stockholders in saids bank, et al. } *In Chancery.*

Title.

Be it remembered, that, heretofore, to wit, on the 22d day of November, 1817, came John Withers and Reuben Withers aforesaid, by Thomson F. Mason, their attorney, and sued out of the office of the clerk of the said court the following subpœna, in chancery, against the persons therein named.

Subpœna.

DISTRICT OF COLUMBIA, *to wit:*

The United States of America to the Marshal of the District of Columbia, greeting:

[L. S.]

You are hereby commanded to summon Thomas Swann, Colin Auld, and Edmund I. Lee, assignees of the late Merchants' Bank of Alexandria, and John Anderson, James Anderson, Daniel Annin, Samuel Beall, William H. S. Boswell, Edmund Brooke, Benjamin Baden, Thomas K. Beall, James Bloxham, George Bruce, jr., Richard Wood, Thomas Cookendorfer, Hugh Carolin, Daniel Cawood, Samuel Chester, John Corse, and Nathaniel Rounsaville, trading under the firm of Corse and Rounsaville, George Coleman, John Cohagan, James H. Dulany, Camillus Griffith, Nimrod Farrow, Robert Getty, Peter Heiskell, J. Haggerty, jr., Robert Hall, John Jackson, Alexander Kyle, John McPherson, and Daniel McPherson, late joint merchants and copartners under the firm of John McPherson & Son, Daniel McPherson, Charles Moxley, Alexander Moore, Thomas Mount, James R. Riddle, administrator of Ferdinand Marsteller, Joseph Mandeville, Joseph Mandeville and Samuel B. Larmour, joint merchants and copartners under the firm of Mandeville & Larmour, Robert Mandeville and James Mandeville, joint merchants and copartners under the firm of Robert and James Mandeville, William N. Mills, Robert A. Mills, Thomas Pickerill, Craven T. Peyton, Noblet Herbert, administrator of William Paton, jr., deceased, Thomas Hill, Thomas Olive, James R. Riddle, Nathaniel Rounsaville, Thomas Rigdon, Peter Saunders, Daniel Somers, James S. Scott, John A. Stewart, William Smith, Thomas Semmes, Thompson Simpson, Evan P. Taylor, William A. Linton, executors of William Tyler, Ambrose Vasse, Robert N. Windsor, Robert Young, Cave Withers, Richard Mills, the Mechanics' Bank of Alexandria, the Bank of Washington, Bank of Metropolis, the Patriotic Bank, Central Bank of Georgetown and Washington, Franklin Bank of Baltimore, the Bank of Chambersburg, Bank of Waterford, the Bank of Winchester, to appear before the honorable the judges of the circuit court of the District of Columbia for the county of Alexandria, at the court-house in said county, at the next court, to answer a bill in chancery exhibited against them by John Wi-

thers and Reuben Withers, trading under the firm of J. & R. Withers; and this they shall in no wise omit, under the penalty of $333 33 cents; and have then there this writ.

Witness the honorable William Cranch, Chief Judge of the said court, this twenty-second day of November, 1817.

G. DENEALE, *C. C.*

Upon which subpœna, the marshal made the following return:

"Executed on Thomas Swann, Colin Auld, Edmund I. Lee, James Anderson, Benjamin Baden, Thomas K. Beall, James Bloxham, George Bruce, jr., Richard Wood, Hugh Carolin, Daniel Cawood, John Corse, Nathaniel Rounsaville, George Coleman, John Cohagan, Camillus Griffith, Robert Hall, John Jackson, Daniel McPherson, Alexander Moore, Thomas Mount, James R. Riddle, Joseph Mandeville, Samuel B. Larmour, Robert Mandeville, James Mandeville, William N. Mills, Robert A. Mills, Craven T. Peyton, Noblet Herbert, Peter Saunders, Daniel Somers, James S. Scott, John A. Stewart, Thomas Semmes, Evan P. Taylor, Ambrose Vasse, Robert N. Windsor, Robert Young, and Cave Withers: the other defendants not found.

D. MINOR, *D. M., for*
W. BOYD, *Marshal.*

Alias subpœna.

And at the rules held in the clerk's office of the said court for the month of December, 1817, an alias subpœna was awarded against those defendants, upon whom the marshal had returned the above subpœna not to have been executed; and upon which alias subpœna the marshal made the following return:

"Not found; and non-residents in the county of Alexandria."

D. MINOR, *D. M., for*
T. RINGGOLD, *Marshal.*

Bill filed.

At another day, to wit: at the rules held in the clerk's office of the said court, for the month of July, 1818, came the complainants aforesaid, by their solicitor, (until which time this cause had been regularly continued,) and filed there a certain bill against the said defendants, and cause continued. (No bill can be found among the papers in this cause.)

Bill taken for confessed.

At another day, to wit: at the rules held in the clerk's office of the said court, for the month of November, 1818, came the complainants, by their solicitor; and it is ordered, that the bill be taken for confessed, and set for decree, as to those on whom process has been served, and continued at the rules as to the other defendants.

At another day, to wit: at the court continued and held for the District and county aforesaid, the 17th day of December, 1818, came the defendants, Joseph Mandeville and Samuel B. Larmour, by Thomas Swann, their solicitor, and filed their answers; which answers are in the words and figures following, to wit:

Answer of Jos. Mandeville.

The answer of Joseph Mandeville to a bill of complaint filed in the honorable court of chancery for the District of Columbia, and county of Alexandria, by Romulus Riggs, against him and others, as stockholders in the late Merchants' Bank of Alexandria.

This defendant, reserving the benefit of exception to the imperfections and untruths in the said bill contained, in answer thereto, or to so much thereof as

he is advised it is material to answer unto, saith, that he hath not for a long time owned any stock in said bank; that he doth not believe the complainant possessed any of the notes of that bank, now claimed upon, while this defendant was a stockholder therein; that he has not, for a long time, seen a list of stockholders, and does not recollect as such any others besides those so named in the complainant's bill; nor does he know, or believe, that all those therein charged as stockholders were so. This defendant did, for himself, subscribe as a stockholder in said bank; but he never was really a stockholder therein in copartnery with Samuel B. Larmour, although he may have so appeared After the said bank had been sometime in operation, this defendant obtained a discount upon a stock note, and, having no occasion to keep a cash account with the bank, he desired the amount to be placed to the credit of Mandeville & Larmour, who had a cash account with the bank. This he found could not be done but by drawing, in all such cases, checks in favor of Mandeville & Larmour, thus opening a cash account for himself. Considering the liability to mistakes that would be created by keeping a cash account for himself, and another for Mandeville & Larmour; also, the keeping of two bank books, rendering errors almost unavoidable, and not foreseeing any ill consequence of the act, this defendant did, hastily and incorrectly, make a nominal transfer in bank of his stock to Mandeville & Larmour, and substituted a stock note in their name, for his own note, which had been discounted, and the proceeds were entered in their account. At the moment he consulted convenience alone; and so little did he apprehend trouble to another from the act, that he never spoke of it to Samuel B. Larmour, or ever noticed it further.

Samuel B. Larmour never had any interest in the said stock; and this defendant, so far as his means may extend, ought, and must make reparation to Samuel B. Larmour for any injury that he may sustain by this defendant's inconsiderate and imprudent conduct in this matter. The complainant never exhibited to this defendant any of the notes mentioned in the bill, nor has defendant ever seen one of them; he knows not if they be genuine notes, or that payment was ever demanded of the bank for any of them. But he has reason to believe that the greatest part, if not the whole, if genuine, have been acquired by the complainant, and for very trifling considerations, since the failure of the bank, and since this defendant ceased to be a stockholder; for, when the complainant instituted suits at law against this defendant and others, as stockholders therein, at November term, 1816, he then, as appears by his affidavit of the 3d December, 1816, filed in said suits, claimed only the amount of $8,647 75. This was several months after the bank stopped. He was reported to have purchased that paper, after said stoppage, at a very large discount. Since the dismissal of the said suits, he has been known to declare, that he would recover every cent from the stockholders for all the notes he held. If he has possession of the amount he now claims, then he must have purchased the greatest part of it since the 3d of December, 1816, this defendant being then not a stockholder, and, most probably, so very low as 10 per cent. of its nominal value, or less than that, upon the speculative chance of gaining ninety dollars for every ten he advanced. The complainant states that the notes he claims upon came regularly into his possession. It may be so, for the complainant is well known as a very regular and extensive jobber in paper securities at depreciated prices; thus making great profits upon the absolute losses of others, by whose misfortunes his business flourishes. In the subject of this suit, the

complainant has acted with most artful address. By advertisements to the public, he has decried these notes as of no value, while he has been earnestly engaged in buying them up for very trifling considerations, intending to realize their full nominal value upon the private property of those innocent stockholders whose interests have been most basely betrayed by three or four dishonest agents, and who have never received any consideration for a great part of all the notes claimed by this and other suitors. In pursuit of this object, the complainant has resorted to a court of equity. This defendant trusts the complainant will, in that court, learn that equity will award to him nothing more from the bank, or those injured stockholders, than the amount he has actually paid for the notes he claims upon, with legal interest thereon. This defendant prays the court to direct that the complainant do make due proof that each of the notes claimed by him be genuine; that they were issued while this defendant was a stockholder; that payment of them was demanded of the bank; that he is the real holder of the notes; at what time he became possessed of them; from whom he purchased them, and what value he actually paid for each note of them, that the complainant may have justice in equity, and no more. These proofs are most necessary on the part of all claimants upon said bank, as it was reported that many notes, since the bank failed, and before the trustees were put in possession were misused—by whom this defendant knows not; nor does he mean to say that every claimant stands on the same footing as to value given for the notes of the bank.

The complainant having filed a copy of the articles of association of said bank, this defendant, referring thereto, doth insist upon the 15th article as binding all persons who dealt with the bank to rely upon the funds of the institution alone for payment of the notes issued. This defendant is not required to notice the deed of assignment, but he prays leave to say that he does not consider the parties who executed it as competent to convey; that he, if interested, would never have consented to prefer one fair claim on the bank to another. Yet he doth believe the said assignment to have been the means of placing the remaining affairs of the bank in safe and competent hands, thereby rescuing some part of the property from the desperate situation that it previously stood in.

This defendant prays, that this may be taken as his answer to all the suits in this court regarding said bank, wherein he is made a defendant. He denies all combination, and prays to be dismissed, with his costs, &c.

DISTRICT OF COLUMBIA, } *to wit*:
County of Alexandria, }

Joseph Mandeville this day made oath according to law, before the subscriber, a justice of the peace for the county aforesaid, that the matters and things in the foregoing answer, set forth as of his own knowledge, are true; and the rest he believes to be true.

Given under my hand, this ninth day of December, 1818.

ADAM LYNN.

Answer of Sam'l B. Larmour.

The answer of Samuel B. Larmour to a bill of complaint filed in the honorable the chancery court for the District of Columbia, and county of Alexandria, by Romulus Riggs, against him and others, as stockholders of the late Merchants' Bank of Alexandria.

The defendant, reserving to himself the benefit of exception to the many errors, imperfections, and untruths in the said bill contained, for answer thereto, or to so much thereof as he is advised it is material to answer unto, saith, that he never intended to subscribe as a stockholder in said bank; that he never knew, nor ever had any idea, that his name was used as a stockholder therein until sometime after the bank stopped payment; and if his name does appear as a joint stockholder with Joseph Mandeville, it was entirely without his consent or knowledge, and he doth disclaim all interest in the said bank. This defendant prays this, his answer, to be taken as such in any and all suits in this court respecting the Merchants' Bank, wherein he is charged as a party concerned. He denies all combination, and prays to be hence dismissed, with his reasonable costs in this behalf expended.

DISTRICT OF COLUMBIA, } *to wit:*
County of Alexandria, }

Samuel B. Larmour this day made oath according to law, before the subscriber, a justice of the peace for the county aforesaid, that the matters and things in the foregoing answer set forth are true.

Given under my hand, this day of December, 1818.

ADAM LYNN.

Order of publication.

And at a court continued and held for the District and county aforesaid, the 19th day of December, 1818, came the complainants, by their solicitor, and the defendants, John Anderson, Daniel Annin, Samuel Beall, Edmund Brooke, Thomas Cookendorfer, Dan'l Chester, James H. Dulany, Nimrod Farrow, Robert Getty, Peter Heiskill, J. Haggerty, jr., Alexander Kyle, John McPherson, Charles Moxley, Tho's Pickerill, Tho's Neill, Thomas Olive, Thomas Rigdon, William Smith, Thomson Simpson, William A. Linton, Richard Wells, the President and Directors of the Franklin Bank of Baltimore, the President and Directors of the Bank of Chambersburg, the President and Directors of the Bank of Waterford, and the President and Directors of the Bank of Winchester, not having entered their appearance, and given security according to the statute and the rules of this court; and it appearing to the satisfaction of the court, upon affidavit, that the said defendants, John Anderson, Daniel Annin, Samuel Bealle, Edmund Brooke, Thomas Cookendorfer, Daniel Chester, James H. Dulany, Nimrod Farrow, Robert Getty, Peter Heiskell, J. Hagerty, jr., Alexander Kyle, John McPherson, Charles Moxley, Thomas Pickerille, Thomas Neille, Thomas Olive, Thomas Rigdon, William Smith, Thomson Simpson, William A. Linton, Richard Wells, the President and Directors of the Franklin Bank of Baltimore, the President and Directors of the Bank of Chambersburg, the President and Directors of the Bank of Waterford, and the President and Directors of the Bank of Winchester, are not inhabitants of this District. On motion of the said complainants, by their counsel, it is ordered, that the said absent defendants do appear here on the first day of next term, and enter their appearance to this suit, and give security for performing the decrees of the court, and that a copy of this order be forthwith published, for two months successively, in one of the public newspapers published in this county; and that another copy be posted at the front door of the court-house of said county.

And the defendants, John A. Stewart, William N. Mills, and George Coleman, appeared, by their solicitors, and filed their answers; and the order taking the bill for confessed as to these defendants is set aside; which said answers are in the words and figures following:

Answer of J'n A. Stewart.

The separate answer of John A. Stewart to the bill of complaint exhibited against him and others, by Romulus Riggs, on the chancery side of the circuit court of the District of Columbia for the county of Alexandria. This defendant now, and at all times hereafter, saving and reserving to himself all and all manner of exception to the many uncertainties, imperfections, and untruths in the said bill contained, for answer thereto, or to so much thereof as he is advised it is material for him to answer unto, he answereth and saith—That he is not, nor never was, a stockholder or partner in the late bank, called the Merchant's Bank of Alexandria, mentioned in the complainant's bill. He never subscribed, or authorized any peason to subscribe for shares in the said bank in his name. This defendant admits he hath been informed that his name appears on the subscription book of the stock of the said bank as a subscriber, by one Camillus Griffith; but this defendant denies the authority of the said Camillus Griffith to subscribe for him. This defendant never did any act ratifying the act of the said Camillus Griffith, by voting for directors of the said bank, or receiving dividends from it; nor has he ever asked or received a discount from the said bank, or kept any account with the said bank. This defendant annexes the certificate of Camillus Griffith as a part of this answer. This defendant denies all combination, &c., and prays hence to be dismissed, with his reasonable costs, &c.

SWANN, *for the def't.*

ALEXANDRIA COUNTY, *sct.*

The above named John A. Stewart appeared before me, the subscriber, a justice of the peace for the county aforesaid, and made oath, that the preceding answer, signed by him, contains the truth.

Given under my hand, 19th day of December, 1818.

NEWTON KEENE.

(The answer of Mills cannot be found among the papers.)

Answer of George Coleman.

The separate answer of George Coleman to the bill of complaint exhibited by Romulus Riggs, against him and others, in the circuit court of the District of Columbia for the county of Alexandria.

This defendant, now and at all times saving to himself all benefit of exception to many uncertainties, imperfections, and untruths, in the said bill contained, for answer thereto, saith, that ten shares of the stock of the late Merchants Bank of Alexandria were, at the instigation of Ferdinand Marsteller, deceased, subscribed for in his name. This defendant never received, nor applied for the scrip of said stock, nor did not pay any instalments which were subsequently called for, nor did he receive any of the dividends, but did, the first opportunity, and before the bank was, to his knowledge, in difficulties, dispose of the said ten shares. Ferdinand Marsteller being in his debt at the time, he wished the proceeds to be placed to his credit. This defendant never considered himself as one of the stockholders of the said bank: he certainly had no beneficial interest in the stock which stood in his name. It was the practice, in subscribing to all the banks, for persons who wished to get many shares to subscribe in the name of their friends, and then get the stock transferred. This may have been the design of F. Marsteller in this instance.

This defendant denies all fraud, &c.

ALEXANDRIA COUNTY, *sct.*

George Coleman appeared before me, the subscriber, and made oath that the several matters set forth in the preceding answer are true.

Given under my hand, this 19th day of December, 1818.

ADAM LYNN.

Decree for sale of the trust property by trustees, and report.

At another day, to wit: at a court continued and held for the District and county aforesaid, the 13th day of May, 1819, came the parties, by their solicitors, and "by consent of all the parties concerned in this cause, it is decreed and ordered this 13th day of May, 1819, that the defendants, Thomas Swann, Colin Auld, and Edmund I. Lee, do proceed to advertise and sell, at public aution, all the lands and tenements conveyed to, or in any manner vested in them as trustees of the estate, funds, and effects, of the late Merchants' Bank of Alexandria, giving eight weeks' notice of the time and place of such sale, to be published twice a week, successively, in the newspapers printed in Alexandria; and that the said sale be made on such terms as to require one fourth part of the purchase money to be paid in ready money, and the residue in three equal instalments, at six, twelve, and eighteen months, to be secured by such good and sufficient personal security, with a reserved lien upon the premises, as the said trustees shall deem safe; and the said trustees are also authorized to subdivide and sell the premises into such convenient lots as they may deem most conducive to enhance the proceeds; and that the said trustees make report of their proceedings in the premises to the next session of this court, and then bring into court the proceeds of said sale or sales, and the securities to be taken as aforesaid, in order that the same may be disposed of and distributed under the final order and decree of this court, upon which final disposition and distribution of the same there shall be submitted, to the definitive decision and decree of the court, the respective claims and liens of the complainants and the several banks referred to in the bill, as claiming a preference under the deed or deeds of trust, by virtue of which the said estates have been vested in the said trustees; and in making such final disposition and distribution of said funds, regard is to be had to any right of preference which may be established under the said trusts; and it is further ordered that the said trustees do render an account, at the next session of the court, of all the estate, choses in action, money, and effects, which have come into their hands by virtue of the trusts aforesaid; and that the said estate, choses in action, moneys, and effects, so to be accounted for as aforesaid, be subject in like manner as the proceeds of the lands and tenements herein before ordered to be sold, to final disposition and distribution, under the decree of this court, having the like regard to the respective rights of the parties claiming satisfaction of their debts out of the same as aforesaid. This order is not to be construed or taken as any waiver or relinquishment, on the part of any of the defendants, of any plea or defence which he might set up against the claim of the complainants, personally, to charge the said defendants in this suit.

At another day, to wit: at a court continued and held for the District and county aforesaid, the 14th day of May, 1819, came the defendants, Daniel Somers and John Jackson, by their solicitor, and the order taking the bill for confessed as to them is set aside, and these defendants filed their answers, which are in the words and figures following:

The answer of Daniel Somers to a bill of complaint exhibited in the circuit court of the county of Alexandria, by Romulus Riggs, against him and others.

Answer of Daniel Somers.

This defendant, saving and reserving to himself all manner of advantage and benefit of exception to all uncertainties, errors, and imperfections, in the complainants' said bill of complaint contained, for answer thereto, or to so much thereof as he is advised is material for him to answer unto, he answereth and saith, that he was one of the original subscribers to the Merchants' Bank of Alexandria, and continued a stockholder in the said bank until the 22d day of March, 1816, at which time this defendant sold out his stock, and ceased to be a member of the said association. This defendant begs leave to refer the court to the articles of association of the said Merchants' Bank, filed with the complainant's bill, particularly to the 15th article of the said association. This defendant did suppose that the said articles of association were so framed as to protect him from any personal liability on account of the said bank, and he hopes that such will be the decision of this court. This defendant is informed, and believes, that the notes upon which the complainant has instituted his suit were bought by him at a very great discount, and since the failure of the said bank; whether the said notes are genuine, and whether they were issued and put into circulation at the time that this defendant was a stockholder, this defendant knows not, and he insists the complainant shall make due and satisfactory proof of the same. This defendant doth not know all the stockholders in the said bank, and cannot say whether they are all included in this suit. He further saith that the funds of the said bank have been assigned to trustees for the use of the creditors; and this defendant believes that the complainant bought in the said notes, after a full knowledge of this assignment, and, under such circumstances, he has no claim in equity upon this defendant. This defendant is advised, that, if the complainant is entitled to relief at all, that his relief is at law, and not in equity; and this defendant insists upon this objection, and hopes that he may have the same benefit from it in this, his answer, as if he had specially pleaded it. This defendant denies all fraud and unlawful combination, and prays to be hence dismissed, with his reasonable costs, &c.

Sworn to in court, 18th December, 1818.

EDMUND I. LEE, *C. C.*

Endorsed on the back of the above answer:

"This answer to be considered an answer to all the other cases."

The answer of John Jackson to a bill of complaint exhibited in the circuit court of the county of Alexandria, by Romulus Riggs, against him and others.

Answer of John Jackson.

This defendant, saving and reserving to himself all manner of advantage and benefit of exception to all uncertainties, errors, and imperfections in the complainant's said bill of complaint contained, for answer thereto, or to so much thereof as he is advised is material for him to answer unto, he answereth and saith, that he was one of the original subscribers to the Merchants' Bank of Alexandria, and continued a stockholder in the said bank until its dissolution. The defendant begs leave to refer the court to the articles of association of the said Merchants' Bank filed with the complainants' bill, particularly to the 15th article of the said

association. The defendant did suppose that the said articles of association were so framed as to protect him from any personal liability on account of the said bank, and he hopes that such will be the decision of this court. This defendant is informed, and believes, that the notes upon which the complainant has instituted his suit were bought by him at a very great discount, and since the failure of the said bank. Whether the said notes are genuine, and whether they were put into circulation at the time this defendant was a stockholder, this defendant knows not, and he insists that the complainant shall make due and satisfactory proof of the same. This defendant does not admit that the said notes were received by the complainant in the District of Columbia. They may have been received in Virginia, where it was unlawful to receive them; and this defendant requires proof to be made of the place where, as well as the time when, the said notes were received.

This defendant doth not know all the stockholders in the said bank, and cannot say whether they are all included in this suit. He further saith, that the funds of said bank have been assigned to trustees for the use of the creditors; and this defendant believes that the complainant bought in the said notes after a full knowledge of this assignment, and, under such circumstances, has no claim in equity upon this defendant. This defendant is advised, that, if the complainant is entitled to relief at all, that his relief is at law and not in equity; and this defendant insists upon this objection, and hopes that he may have the same benefit from it in this his answer as if he had specially pleaded it.

This defendant denies all fraud and unlawful combination, and prays to be hence dismissed, with his reasonable costs, &c.

JNO. JACKSON.

May 14*th*, 1819.

Sworn to in court: EDM. I. LEE, *C C.*

And it is ordered, that the said cause be returned to the rules as the said Daniel Somers and John Jackson.

On the 13th day of May, 1819, the answer of James H. Dulany filed in these words, to wit:

Answer of Jas. H. Dulany.

The separate answer of James H. Dulany to the bill of complaint exhibited by Richard Milne against him and others, charging them with carrying on a joint trade and copartnership in the name and style of the Merchants' Bank of Alexandria, in the circuit court for the District of Columbia, sitting in chancery at Alexandria. This respondent, saving and reserving to himself all benefit of exception to the many untruths, misrepresentations, and imperfections in the said bill contained, for answer thereto, or to so much thereof as he is advised it is material to answer, answereth and saith, that, on the 3d day of October, 1815, this respondent subscribed to ten shares in the said Merchants' Bank; which said shares he, in a few days afterwards, the number of which he cannot exactly recollect, but before the credit of the Merchants' Bank of Alexandria was at all impaired, and when its paper was received freely by the other banks in town, transferred and sold to one Cave Withers, then of the town of Alexandria. This respondent further answereth and saith, that he has never, since he transferred the said shares, had the slightest connexion

or concern, of any kind whatsoever, with the said Merchants' Bank, and prays to be hence dismissed, with his reasonable costs.

JAMES H. DULANY.

FENDALL, *for Def't.*

DISTRICT OF COLUMBIA, } *sct:*
County of Alexandria, }

Personally appeared before me, the subscriber, a justice of the peace for the county aforesaid, James H. Dulany, and made oath that the matters and things set forth in the within answer are true, to the best of his knowledge and belief.

Given under my hand, this 12th of May, 1819.

A. FAW.

At another day, to wit, at the rules held in the clerk's office of the said court for the month of November, 1819, came the parties, by their solicitors; and the cause is set for hearing on the answers of James H. Dulany, James R. Riddle, Daniel Somers, and John Jackson, and general replication to Larmour's answer and issue, and dedimus awarded to take depositions and exceptions to the answer of George Coleman, filed, and the exceptions set down for hearing, and the suit is dismissed as to the defendants, John A. Stewart and Wm. N. Mills.

The separate answer of James R. Riddle to the bill of complaint exhibited by Romulus Riggs against him and others, charging them as carrying on a joint trade and copartnership in the name and style of the Merchants' Bank of Alexandria, in the circuit court of the District of Columbia, sitting in chancery at Alexandria.

This respondent, saving to himself all benefit of exception to the many untruths, misrepresentations, and imperfections, in the said bill contained, for answer thereto, or so *as* much thereof as he is advised it is material to answer, answers and says, that, upon the original institution of the Merchants' Bank of Alaxandria, fifty shares of the stock were subscribed for by Ferdinand Marsteller in his name, which was on or about the first of June, 1816; that, in December of the same year, long before the credit of the bank was at all impaired, and while its paper was taken not less freely than that of any other bank in the place, he sold his stock in the said institution, and has had no concern whatever in its affairs since.

JAMES R. RIDDLE.

T. W. HEWITT, *for Def't.*

ALEXANDRIA COUNTY, *to wit:*

Personally appeared before me, a justice of the peace for the county aforesaid, J. R. Riddle, and made affirmation, in due form of law, that the matters and things contained in the foregoing answer are true and correct.

Given under my hand, 23d April, 1819.

CHRIST'R NEALE.

And at a court continued and held for the District and county aforesaid, the 24th day of December, 1819, came the defendants, Bealle and Haggerty, Getty and Cookendorfer, Richard Wood, Alexander Moore, Thomas

Mount, Robert Windsor, Thomas Semmes, Wm. Paton, jr., administrator, Hugh Carolin, and Joseph Mandeville, and filed their answers; which answers are in the words and figures following:

[This suit having abated as to the defendants, Beale and Haggerty, by their deaths, their answer is not copied into this record.]

[For the answer of Joseph Mandeville, see page 4.]

The joint answer of Robert Getty and Thomas Cookendorfer to a bill of complaint exhibited by Romulus Riggs against them and others, in the circuit court of the District of Columbia for the county of Alexandria.

Answer of Getty and Cookendorfer.

These defendants, saving and reserving to themselves all manner of advantage and benefit of exception to all uncertainty, imperfections, and errors, in the complainants' said bill of complaint contained, for answer thereto, or to so much thereof as they are advised is material for them to answer unto, they answer and say, that, when the Merchants' Bank of Alexandria was about to be formed, these defendants were applied to, by Joseph Mandeville of Alexandria, to lend him their names for the purpose of enabling him to subscribe for the stock of the said bank in the names of these defendants. These defendants had no intention of becoming members of the said association; but they agreed to lend the said Joseph Mandeville their names for his use as aforesaid, and accordingly gave him authority to subscribe for them respectively one hundred shares of stock in the said bank. These defendants solemnly declare that they never did authorize any other person to subscribe for them; and if any other person than the said Joseph Mandeville has subscribed for stock in their names, that it was without their knowledge, consent, or authority. These defendants have understood, and believe it to be true, that the said Joseph Mandeville did not use their names in subscribing for the said stock; and these defendants' having no knowledge that any subscription had been made in their names, never considered themselves in any manner concerned or implicated in the said banking association. They never paid a cent towards the said subscription. They never voted upon the stock, or received in any manner whatever any right, interest, or power, over the same. These defendants do, then, deny that they were even members of the said association, and insist that they are not at all responsible for any claim or claims which have, or may yet be, set up against the said concern. Until the institution of the complainants' suit, these defendants did not know that their names were to be found upon the books of the said banking association. Who placed them there, or caused them to be placed there, these defendants know not: they can only repeat that they were placed there without the authority of these defendants. These defendants have no knowledge of the claim urged by the complainants against the various defendants in this suit, and upon that and every other point in this cause, in case it should be deemed necessary to the defendants, they should require of the complainants proof of every matter and thing which may be deemed necessary to enable him to sustain his said cause. These defendants deny all fraud and unlawful combination, and pray to be hence dismissed with their reasonable costs, &c.

SWANN, *for the Defendant.*

DISTRICT OF COLUMBIA, } *to wit:*
County of Washington, }

Robert Getty and Thomas Cookendorfer appeared before the subscriber, a justice of the peace for the county aforesaid, and made oath that the matters and things in the foregoing answer contained, so far as they are stated from their own knowledge, are true; and so far as they are stated from the knowledge of others, they believe to be true.

Given under my hand, this 29th day of October, 1819.

DANIEL REINTZEL.

The separate answer of Richard Wood to a bill of complaint exhibited against him and others, by Romulus Riggs, in the United States' circuit court of the District of Columbia for the county of Alexandria.

Answer of Richard Wood.

This defendant, saving and reserving to himself all benefit of exception to any errors, untruth, and uncertainty, in the complainant's bill contained, for answer thereunto, or to so much as he is advised he should answer to, he, answering, saith that he never did subscribe the articles of association referred to in said bill, or authorize any person to do so for him; that William Patton, jr. subscribed in this defendant's name without his knowledge or consent, in order to procure votes; that this defendant refused to vote, or to have any thing to do with the business; that the said Patton informed him it was necessary that he should transfer the stock as it had been taken in his name; that this defendant did afterwards transfer it as requested by said Paton, and long previous to the stop made by said bank in its payments. This deponent positively denies any partnership, and knows nothing of the transactions of the said bank: having nothing further to answer, prays to be dismissed with his costs.

N. S. WISE, *for Defendant.*

ALEXANDRIA COUNTY, *to wit:*

Personally appeared before me, the subscriber, a justice of the peace for the county aforesaid, Richard Wood, who made oath that the several matters and things stated in his answer aforesaid, which are of his own knowledge, are true; and those of the knowledge of others, he believes to be true.

Given under my hand, this eleventh May, 1819.

A. FAW.

The separate answer of Alexander Moore to a bill of complaint filed against him and others, by Romulus Riggs.

Answer of Alexander Moore.

This defendant, saving and reserving to himself all benefit of exception to the errors, untruths, and uncertainty, in the complainants' bill, for answer thereunto, or to so much as he is advised he should answer to, he, answering, saith, that it is true he did subscribe to the articles of association referred to in the complainant's bill, and sold out the stock, for which he subscribed, in the month of November, 1815, when the bank was in good credit, and long previous to the *purchase* of paper made by the complainant, which was after the bank had failed, as this defendant is informed and believes. This defendant has reason to believe

that the complainant had not, at the institution of his suit, any such amount of paper or notes as claimed by his bill: he therefore prays that he may be compelled to produce the same before the court; nor does he believe he came by them in the regular course of business as charged, but shaved them at enormous discounts after the bank failed. He further says, that many of the notes purporting to be notes of the Merchants' Bank of Alexandria, are spurious. He denies that he was, or ever considered himself, a partner of said institution, nor had he any thing to do with the management of the same; that he never received any profit or dividend whatever. This defendant denies all participation or knowledge of the fraud or combination charged; and, having nothing further to answer, prays to be dismissed with his costs.

A. MOORE.

May 11th, 1819.

DISTRICT OF COLUMBIA, } *sct.*
County of Alexandria, }

Personally appeared before the subscriber, a justice of the peace for the county aforesaid, Alexander Moore, and made oath that the matters set forth, as of his own knowledge, in the within answer, in chancery, are true; and those stated from the knowledge of others, he believes to be true.

Given under my hand, this 11th day of May, 1819.

NEWTON KEENE.

The separate answer of Thomas Mount to a bill of complaint filed against him and others, by Romulus Riggs.

Answer of Thomas Mount.

This defendant, saving and reserving to himself all benefit of exception to the error, untruth, and uncertainty, in the complainant's bill contained, for answer thereunto, or to as much as he is advised he should answer to, he, answering, saith, that it is true he did subscribe to the articles of association referred to in the complainant's bill. This defendant has reason to believe that the complainant had not, at the institution of his suit, any such amount of paper or notes as is claimed by his bill: he therefore prays that he may be compelled to produce the same before the court; nor does he believe he came by them in the regular course of his business as charged, but shaved them at enormous discounts after the bank failed. He further says, that many of the notes, purporting to be notes of the Merchants' Bank of Alexandria, are spurious. He denies that he was, or ever considered himself, a partner of said institution, nor had he any thing to do with the management of the same; that he never received any profit or dividend whatsoever. This defendant denies all participation or knowledge of the fraud or combination charged; and, having nothing further to answer, prays to be dismissed with his costs.

THOMAS MOUNT.

May 11, 1819.

DISTRICT OF COLUMBIA, } *sct.*
County of Alexandria, }

Personally appeared before the subscriber, a justice of the peace for the county aforesaid, Thomas Mount, and made oath that the matters set forth,

as of his own knowledge, in the within answer in chancery, are all true; and those stated from the knowledge of others he believes to be true.

Given under my hand, this 12th day of May, 1819.

A. FAW.

The separate answer of Robert N. Windsor to a bill of complaint exhibited against him and others, in the United States' circuit court of the District of Columbia for the county of Alexandria, by Romulus Riggs and others.

Answer of Robert N. Windsor.

This defendant, saving and reserving to himself all benefit of exception to the errors, untruths, and uncertainty, in the complainants' bill, for answer thereto, or to as much as he is advised he should answer to, he answers and says, that he never did sign the articles of association referred to in the complainants' bill, nor ever had any interest in a partnership with the company called the Merchants' Bank of Alexandria; that Peter Saunders once transferred to this defendant some shares of the said bank, which this defendant declined taking, and transferred back again the same date. This defendant had no knowledge or intercourse with said institution, and never considered himself interested in it in any manner. He denies all fraud and combination; and, having nothing further to answer, prays to be dismissed with his costs.

N. S. WISE, *for Defendant.*

ALEXANDRIA COUNTY, *to wit:*

Personally appeared before the subscriber, a justice of the peace for the county aforesaid, Robert N. Windsor, who made oath that the several matters and things contained in his answer annexed, which are of his own knowledge, are true; and those of the knowledge of others, he believes to be true.

Given under my hand, this 12th May, 1819.

A. FAW.

The separate answer of Thomas Semmes to a bill of complaint exhibited against him and others, in the United States' circuit court of the District of Columbia for the county of Alexandria, by Romulus Riggs.

Answer of Tho's Semmes

This defendant, saving and reserving to himself all benefit of exception to the errors, untruths, and uncertainty in the complainant's bill mentioned, for answer thereto, or to as much as he is advised he should answer to, answering saith, that it is true he did subscribe to the articles of association in the complainant's bill mentioned. This defendant is informed that it is untrue, as charged, that the complainant came by the paper of the said bank in a regular course of business, but that he shaved it at enormous discounts. He does not admit that he has any such sum of money as charged: he prays that the complainant may be compelled to bring the notes into court, that the real amount in his possession may be known; and further, that it may appear whether they are genuine, and were issued agreeably to the articles of association made part of this bill. This defendant had nothing to do with the management of said bank, and, denying all fraud or combination, prays to be dismissed with his costs.

N. S. WISE, *for Def't.*

ALEXANDRIA COUNTY, *to wit:*

Personally appeared before me, the subscriber, a justice of the peace for the county aforesaid, Thomas Semmes, who made oath that the matters and things stated in his answer annexed, which are of his own knowledge, are true; and those of the knowledge of others, he believes to be true.

Given under my hand and seal, this 12th May, 1819.

A. FAW.

The answer of Noblet Herbert, administrator of William Paton, jr., to a bill of complaint in the suit of Romulus Riggs, complainant, against the Merchants' Bank of Alexandria, in the circuit court of the District of Columbia for the county of Alexandria.

Answer of N. Herbert.

This defendant, saving and reserving to himself all manner of exception to the said bill, to as much as he is advised is material for him to answer unto, he answers and says, that he is ignorant of the matter set forth by the complainant in relation to the association of the said William Paton, jr. with the subscribers to the Merchants' Bank of Alexandria, and all other facts charged in the said bill that occurred in the life time of the said Paton. This defendant says, that he has fully administered the goods and chattels, rights and credits, of the said Paton that have come to his hands; and prays to be hence dismissed, with his reasonable costs.

N. HERBERT, *Adm'r of*
WM. PATON, JR.

The answer of Hugh Carolin to a bill of complaint exhibited against him and others, in the circuit court of the District of Columbia, and county of Alexandria, by Romulus Riggs.

Answer of H. Carolin.

This defendant, saving and reserving to himself all manner of advantage and benefit of exception to all uncertainties, errors, and imperfections, in the complainants' said bill of complaint contained, for answer thereto, or so much thereof as he is advised is material for him to answer unto, he answereth and saith, that he was not an original subscriber to the association called the Merchants' Bank of Alexandria, and was not an original stockholder in the said bank. This defendant saith, that he bought some of the stock of the said bank, but he sold and transferred it between three and four months before the failure of the said bank. This defendant never considered himself personally responsible for the debts of the said bank, and considered himself fully protected from all personal responsibility by the articles of association, to which he begs leave to refer, and the benefit of which this defendant hopes will be extended to him in this case.

This defendant has never seen the notes upon which the complainants' suit is founded, nor does he know whether they are genuine or not: he must require, therefore, that the complainant should make due proof of the same to the satisfaction of the court.

This defendant does not admit that the said notes were issued or sent out by the bank while he, this defendant, was a stockholder; and he insists that the same shall be proved to the satisfaction of the court. This defendant has good reason to believe, that the complainant has purchased the notes upon which his said suit has been instituted, since the failure of the said bank,

and at a very great discount; and whether, under such circumstances, he is entitled to relief here, he submits to the court. This defendant is advised, that, if the complainant is entitled to relief at all, that the remedy is open to him at law; and this defendant hopes that this objection may avail him in the same manner as if specially pleaded. This defendant denies all fraud and unlawful combination, and prays to be hence dismissed with his reasonable costs, &c.

COUNTY OF ALEXANDRIA, *sct.*

Hugh Carolin appeared before the subscriber, a justice of the peace for the county aforesaid, and made oath that the matters and things in the foregoing answer contained. so far as they are stated from his own knowledge, are true; and so far as they are stated from the knowledge of others, he believes to be true.

Given under my hand, this 17th day of December, 1818.

A. FAW.

To which several answers the complainant replies generally, and issue, and dedimus is awarded, and the suit returned to the rules as to these defendants; and, on the complainant's motion it is ordered, that Swann, Lee, and Auld, do state an account of the assets in their hands under the deed of assignment in the bill mentioned, and of the probable dividend it will afford to the creditors of the said bank, whose claims have been preferred under the said deed of assignment.

And it is further ordered, that the said Colin Auld do state and report to the court, the amount of the complainant's claim against the said bank.

At a court continued and held for the District and county aforesaid, the 31st day of May, 1820, came the defendant, George Coleman, and filed his amended answer; which is in these words:

Amended answer of George Coleman.

This defendant, by way of amendment to his answer heretofore filed, further saith, that he doth not know who made the subscription for him; he inclined to think it was Peter Saunders; but, upon speaking to him upon the subject, he informed him that he knew nothing about it; that he examined the subscription book in possession of Colin Auld, but could not be satisfied, by an inspection of it, who was the person that had made it. This defendant further answering, saith, that he can add little to his answer already given in this case; that, at the time of the subscription coming down stairs from the Col. In. office, this defendant was met by F. Marsteller, who proposed to him to take stock in the bank, which he, the defendant, objected to. The commissioners were then sitting in a room under the Insurance office, which was the first he knew of such an institution going to take place. He doth not recollect the particulars of their conversation, but that F. Marsteller said that he would have the defendant's name put down for ten shares.

This defendant saith, that he never did afterwards recognize the said subscription in any manner whatever, excepting by the transfer of the stock hereinbefore mentioned.

SWANN, *for the Deft.*

DISTRICT OF COLUMBIA, } *ss.*
County of Alexandria, }

George Coleman this day made oath before me, a justice of the peace for the county aforesaid, that the several matters set forth in the within answer,

of his own knowledge, are true; and those from the knowledge of others, he believes to be true.

Given under my hand, this 30th May, 1820.

ADAM LYNN.

To which answer the complainants reply generally, and issue; and the suit is returned to the rules as to the said George Coleman, and a general dedimus is awarded to take depositions.

And at the rules held in the clerk's office for the month of October, 1820, came the parties, by their solicitors, and the cause is set for hearing on the bill, answers, and exhibits, as to the resident defendants.

And at a court continued and held for the District and county aforesaid, the 3d day of January, 1821, Commissioner Auld filed his report; which is in these words and figures:

JOHN AND REUBEN WITHERS, *versus* SWANN, LEE AND AULD, AND OTHERS. } *In Chancery, Dec.* 15, 1820.

Commissioner's report.

In pursuance of the order of the honorable court, and after due notice to the parties, I proceeded to ascertain the claim of the plaintiffs, which I find to be twelve hundred and fifteen dollars. This sum arises from notes of the late Merchants' Bank of Alexandria, held by them at and previous to the commencement of their suits as stated by them.

Respectfully submitted.

COLIN AULD, *M. C.*

Amount signed by Marsteller,	McKinney,	Whole amount.	
$810,	$405,	$1,215.	See supplementary.

Bill taken for confessed, &c.

And at the rules held in the clerk's office for the month of May, 1821, came the complainants, by their solicitor, and the bill is taken for confessed as to Thomas Swann, C. Auld, and Edmund I. Lee, James Anderson, Benjamin Baden, Thomas K. Bealle, James Bloxham, Corse & Rounsaville, John Cohagan, C. Griffith, Robert Hall, Daniel McPerson, N. Rounsaville, Peter Saunders, James S. Scott, Evan P. Taylor, Ambrose Vasse, Robert Young, Cave Withers, the Mechanics' Bank of Alexandria, Bank of Metropolis, the Patriotic Bank, Central Bank of Georgetown and Washington, James R. Riddle, administrator of Ferdinand Marsteller, deceased, and Thomas Cookendorfer, and set for decree as to them upon the bill, exhibits, and report of Commissioner Auld, and set for decree upon the bill exhibits, report, and their answers as to the defendants, George Coleman, Beal & Haggerty, Getty & Cookendorfer, John Jackson, Thomas Mount, Noblet Herbert, administrator of William Paton, deceased, Joseph Mandeville, Daniel Somers, William N. Mills, Samuel B. Larmour, John A. Stewart, Alexander Moore, James R. Riddle, James H. Dulany, Hugh Carolin, Robert N. Windsor, and continued as to the non-resident defendants, John Anderson, Daniel Annin, Samuel Chester, Nimrod Farrow, William H. S. Boswell, Edmund Brooke, George Bruce, jr., Peter Heiskell, Alexander Kyle, John McPherson, late one of the firm of John McPherson & Son, Charles Moxley, Thomas Pickerill

Thomas Neill, Thomas Olive, Thomas Rigdon, Wm. Smith, Thompson Simpson, Wm. A. Linton, executor of William Tyler, Richard Wells, the Franklin Bank of Baltimore, the Bank of Chambersburg, Bank of Waterford, and the Bank of Winchester.

Decree for sale by trustees, &c.

And at a court continued and held for the District and county aforesaid, the 16th day of January, 1822, came the parties aforesaid by their solicitors, and the defendants, the Merchants' Bank of Alexandria, the Bank of Washington, the Bank of Metropolis, the Patriotic Bank, and the Central Bank of Georgetown and Washington, appeared by Walter Jones their solicitor, and by consent of the plaintiffs and the several defendants to this suit, including the banks in the bill named as claiming preference, it is ordered that the trustees, Swann, Auld, and Lee, do proceed to make sale of all the property, debts, and effects, claimed or held by them as trustees under the said assignment in the bill mentioned, or which may, in any manner, have arisen from the property and effects so assigned, upon the terms and in the manner provided in the order made in this cause on the 13th day of May, 1819; and that they bring the proceeds thereof into court, to be subject to the final order and decree as directed by said order. It is further ordered that the said trustees do, after making said sale, report to this court a full account of all their transactions under the said deed of trust, showing the net amount of disposable funds remaining in their hands, subject to the trusts declared by said deed; and showing also the amount of claims made upon them by creditors of said bank, and stating, as far as may be in their power, the validity of such claims. And this suit abates as to James H. Dulany by his death, and dismissed as to John A. Stewart.

Ref'd to C. Auld.

And at a court continued and held for the District and county aforesaid, the 17th of January, 1822, came the parties aforesaid by their solicitors, and on the motion of the complainants, it is ordered that Master Commissioner Auld, in addition to the account by him heretofore taken, do state in detail the particulars of the complainants' demand against the defendants, showing, in chronological order, the different periods of time at which the defendants became liable for the several sums claimed from them by the complainant, and ascertaining the amount due under each particular date, and that he make report thereof to the next term of this court; and, on the complainant's motion, commissions are awarded them for the examination of witnesses, and this suit is returned to the rules for further proceedings to be had therein. And this suit abates as to the defendants Moxley, Haggerty, and S. Bealle, by their deaths.

And at the rules held in the clerk's office of said court, for the month of April, 1822, came the defendant John Corse, by his solicitor, and filed his answer; which follows in these words:

Answer of John Corse.

The separate answer of John Corse to the bill of Romulus Riggs, exhibited against himself and others, styled in the said bill late copartners under the name of the Merchants' Bank of Alexandria, which said bill is exhibited in the circuit court of the District of Columbia for the county of Alexandria. This defendant, now and at all times hereafter saving and reserving to himself all benefit of exception to the many uncertainties, imperfections, and errors, in the said bill contained, for answer thereto, or to so much thereof as he is advised it is ma-

terial for him at this time to answer, answers and says that he is not, and that he never was a copartner of the said Merchants' Bank of Alexandria; that, at the time when the bill charges him to have been so, he was a copartner of Nathaniel Rounsavell, under the firm of Corse and Rounsavell, and that the objects of this firm were entirely confined to the business of printing; that the shares of stock in the Merchants' Bank, subscribed in the name of Corse and Rounsavell, were not subscribed by this defendant, and that the subscription was without his assent or knowledge; that, if the said subscription was made by the said Rounsavell, it attaches no responsibility to this defendant, because its purpose was entirely foreign to the business of the firm of Corse and Rounsavell.

This defendant has never done any subsequent act to ratify or approve this subscription, and he never can admit the principle that one partner can, by using the name and style of a firm established for a special and defined purpose, make it liable for speculations and adventures altogether extraneous to it. Under this impression, this defendant cannot apprehend that he shall ever be considered by your honors as responsible for the unauthorized act of his partner; but, should this opinion be wrong, this defendant still insists that he is not liable to the complainant. The remedy proper to the complainant's claim is a legal and not an equitable one, and this defendant prays to be admitted to the full benefit of this objection. He further prays that the complainant may be required to bring into court the notes alleged in the bill to be in his, the complainant's possession, in order that their amount and genuineness may be inquired into. He further prays that the complainant may be compelled to prove whether payment of them has ever been demanded of the bank; when and where they respectively came to his possession, and what sum precisely he paid for them, and each of them. For any thing to the contrary within the knowledge or belief of this defendant, these notes may never have been presented to the bank for payment, or they may have been issued previously to the pretended subscription of this defendant, or after the deed of assignment to Swann, Auld and Lee, mentioned in the bill; or they may have been received by the complainant in Virginia, in violation of a statute of that State; and this defendant expressly denies the allegation of the bill, that they came regularly to the complainant's possession, averring, to the contrary, that they were purchased by him at extraordinarily large discounts, and that the complainant depreciated, as far as in him lay, the value of the Merchants' Bank paper, by public advertisements, and other means. On these grounds, this defendant contends that the complainant has no equitable claim against him, and that he has not the shadow of an equitable claim for any thing more than the principal sum which he paid for the notes, and the interest legally accruing thereon.

This defendant insists, moreover, that, as the 15th of the articles of association referred to in the bill expressly limited the responsibility of the bank to the amount of its joint funds, all the persons doing business with it must be supposed to have recognized it, and are therefore not equitably entitled to any advantage which may conflict with it.

This defendant prays that this answer may be received as his answer to every other complaint which is or may be exhibited against him before your honors, by reason of his pretended co-partnership with the Merchants' Bank. This defendant does not know who are all the stockholders of the said bank, and of course cannot say whether they are all included in the complainant's

bill. This defendant denies all fraud and combination, &c., and prays to be hence dismissed, with his reasonable costs, &c.

P. R. FENDALL, *Sol. for the Def't.*

COUNTY OF ALEXANDRIA, *District of Columbia, sc.*

This day John Corse personally appeared before me, the subscriber, a justice of the peace for the county aforesaid, and made oath that, of the matters and things contained in the foregoing answer, such as are therein stated to be of his own knowledge, are true; and such as are therein stated on the information of others, he believes to be true.

Given under my , this twelfth day of April, in the year eighteen hundred and twenty-two.

N. S. WISE.

"And at the rules held in the clerk's office for the month of May, 1822, came the defendant, James S. Scott, and filed his answer in these words:

To the honorable the judges of the circuit court for the District of Columbia.

The answer of James S. Scott to the bill of complaint exhibited against him by Romulus Riggs and others, in the circuit court of the District of Columbia, held for the county of Alexandria.

This defendant, saving to himself all benefit of exceptions, now and hereafter, to the many imperfections, uncertainties, and untruths, in the bill of complaint contained, for answer thereto, or to so much thereof as he is advised it is material for him to answer, answers, and says, that it is true that he did, in the month of May, 1815, subscribe to the capital stock of the Merchants' Bank thirty shares, agreeable to the articles of association, and paid the sum required thereby; and that, in the month of following, he did transfer and set over, according to the tenor of said articles of association, to Hugh Carolin, twenty-five shares thereof, *at which time of transfer the whole amount of the instalments, making one hundollars on each share, was fully paid up and completed*, which will more fully appear by reference to the said transfer and stock account of said Carolin; and which stock was thereafter, in the month of , in the same year, transferred by said Carolin to Daniel Cawood. That, at the time of the transfer of the said stock, it was estimated by the holders at 10 per cent. premium; and that the transfer, on the part of this defendant, was considered a matter of courtesy, as others refused to do the same at par value; and that, at the time aforesaid, the notes of the said bank were of current value with other bank notes of the District, and, for many months after, sustained a foreign credit superior to that of other District notes, as the said bank met the demands on it promptly, and in desirable funds, and was at that time perfectly solvent. That other five shares were transferred to J. McPherson and Son, *and that the said transfer was fair and bona fide*, and made to good and responsible persons, and according to the articles of association, and rules of said bank.

This defendant is also confident that, at the time of the transfer aforesaid, the complainants were not in possession of the notes on which their bill of complaint is predicated; and has good reasons for asserting that the said Riggs, (as well as others,) possessed himself of these notes at a usurious rate and depreciation, *materially effected by himself.*

This respondent denies that the said parties, or any other person or persons whatever, have any claim against him, under any pretence whatever, in relation to the said Merchants' Bank, as he has fully complied with the conditions required, and also by completing the quotas of subscription; and he hereby makes the said articles of association and transfers a part of his answer.

This respondent admits nothing contained in the bill of the complainants, and calls on them for strict proof. He prays that the said bills may be hence dismissed, with his costs in this behalf unjustly expended.

JAMES S. SCOTT.

ALEXANDRIA COUNTY, *to wit:*

Personally appeared before me, a justice of the peace for the county aforesaid, James S. Scott, and made oath, in due form of law, that the matters and things contained in the foregoing answer are just and true. Given under my hand, this 4th day of May, 1822. CHR. NEALE.

And at a court continued and held for the District and county aforesaid, the 7th day of May, 1824. Commissioner Auld filed his second report, which is in the words and figures following:

JOHN and REUBEN WITHERS, *Compl'ts.*
vs.
SWANN, LEE and AULD, and others, *Def'ts.* } *In Chancery.*

COMMISSIONER'S OFFICE,
Alexandria, May 10, 1822.

Commissioner Auld's second report.

In pursuance of the order of the honorable court, and the notice hereunto annexed, I proceeded, on the day appointed, to carry the same into effect, and I find that the complainant's demand against the defendants is for the promissory notes of the late Merchants' Bank of Alexandria, of the following dates and amounts, viz.

May 25, 1815,	- - - - -	$ 72 25
" 27, "	- - - - -	301
June 1, "	- - - - -	3 75
" 8, "	- - - - -	294 75
" 27, "	- - - - -	114
July 13, "	- - - - -	89
" 27, "	- - - - -	88 25
Sept. 11, "	- - - - -	110
Oct. 3, "	- - - - -	18 25
" 17, "	- - - - -	60
Dec 13, "	- - - - -	44
January 2, 1816,	- - - - -	7
" 3, "	- - - - -	1 75
February 9, "	- - - - -	7 25
March 2, "	- - - - -	3 75
		$1215

Amounting, in the whole, to the sum of one thousand two hundred and fifteen dollars, which, having been mixed with the notes of Mason and others,

has been apportioned with them. None of the defendants attended except J. R. Riddle. For a comprehensive view of the whole claims of the respective complainants, and the amounts signed by F. Marsteller and John McKinney as presidents, I refer to my general statement in the case of Romulus Riggs against these defendants. Respectfully submitted.

COLIN AULD, *M. C.*

And at a court continued and held for the District and county aforesaid, the 26th day of June, 1824, the trustees of the Merchants' Bank filed their second and final account and report, which is received, allowed, and confirmed by the court, unless exceptions are filed to it, and the account, as therein stated, on or before the first day of next term; which said report, together with the former one filed by said trustees, is in the words and figures following:

Dr. *Thomas Swann, Edmund I. Lee, and Colin Auld, Trustees of the late Merchants' Bank of Alexandria, in account with the trust subject.*

				Good money	Merchants' B'k paper.
1817					
Jan'y 24	To amount of notes received from James S. Scott			–	$1,534 23
Feb'y 6	" " Cam. Griffith's note, endorsed by J. A. Stewart			–	700
April 19	" from Peter Saunders on account of Swayne's note			–	698
21	" " John Swayne, on account of Payton's note			–	910
May 10	" " Gales, in part			–	80
" 13	" " N. S. Wise, for note			–	181
July 2	" " John Jackson & Co. on account of S. M. Allen & Co.			–	1,293
Sept. 23	" " D. Peabody, one quarter's rent			–	150
Oct. 11	" " N. S. Wise, balance of note and int.			–	87
Nov. 13	" " R. Young for Farrow's note,		$7,125		
	Interest		667		
				–	7,792
" 26	" of William Tyler's note, $1,140, interest 96			–	1,236
Dec. 23	" " Kemper's note, $826, deduct payment endorsed on it 119 91			–	706 09
" 26	" " Hartshorne and Saunders' note			–	722 25
" "	" " Costs do.			$9 39	
" 27	" " Baylis' note			–	440 70
1818					
Jan'y 12	" " Dr. Blake for stamps			3 50	
" 20	" from R. Young, in part of Edmond Brooke's note			–	3,933 66
" 29	" " same, balance of do. and interest			–	1,871 75
Feb'y 3	" of Thomas Neill's note and interest			–	2,930
Mar'h 28	" of Adams, Herbert, & Co. on Stull and Williams			–	4,996 70
July 16	" " John Rumney, for house on Fairfax st.			410 00	

Sept. 22	" " Farrow's note, $7,369, int. $977 75, making, together, $8,346 75. Deduct cr. stock, 3,858 75 - - - - -	–	4,488
27	" " Thompson Simpson's note, with interest - - - -	–	177 75
1819			
Jan'y 21	" " Rent of house on Fairfax street - - - - - -	142 72	
Ma. 12	" Costs in Griffith's case - - - - - - -	9 04	
" "	" Griffith's note with interest - - - - - -	–	895
1820			
Dec. 4	To balance due the trustees in current money - - - - - -	25 41	
		$600 06	$35,823 13
" "	To Balance in the hands of the trustees in Merchants' Bank paper, bro't down - -	–	35,823 13
	Amount of notes deposited in the Mechanics' Bank - - - - -	–	152,349

4—12

Debts, &c. from which something may be realized, but the amount uncertain, viz.		
Land in Fairfax county, conveyed by John McPherson, 848 acres absolutely, and 245 conditionally, subject, however, to a previous lien to William Hepburn, of about $12,000, including interest. A sale of this land has been made, by order of one of the trustees, for William Hepburn's representatives, which was irregularly conducted, and consequently invalid. The price paid by McPherson to Hepburn was $30,000.		
James Anderson, James English, and Amos Alexander's five bonds, dated 15th December, 1818, and payable by equal portions in five years, with interest, in current money - - -	10,000	
John Rumney's notes, p'ble in 3, 4, 5, 6, 7, 8, and 9 years, by equal portions, from 14 Nov. 1816, with in't - - - - - - - - - - - -	–	6,846 93
Balance of Gales and Seaton's note, with interest - - - - - - - -	–	430
An iron chest, which appears to have cost - - - - - - -	75	
Suits are depending against sundry debtors for about $21,000, from whom it is apprehended little will be obtained.		
About 170,000 has been lost by insolvencies. The amount due to banks, which have a preference by the deed of trust, is - - - - - - - - - - -	37,320 97	inclusive of interest.

ACCOUNT—Continued.

		Good money.	Merchants' Bank paper.
1817	Cr.		
Jan. 17	By cash paid for carriage of books, iron chest, &c.	75	
Mar. 12	" " drawing three deeds	$12	
" "	" " Ambrose Vasse on account of balance of stock	15	
July 19	" " clerk's fees for 1816	6 29	
1818			
Jan'y 4	" " sundry postages	6 25	
Feb. 12	" " tax	5	
	" " Cazenove and Vowell's ground rent on house on Fairfax street, (Rumney's)	319 74	
Oct. 11	" " advertising $13 25, auctioneer $8 53	21 78	
" "	" " clerk and marshal's fee bills	176 18	
Dec. 8	" " taxes	6 87	
1819			
May 29	" " clerk of Fairfax	10 94	
Aug. 10	" " costs Mandeville and McPherson	15 01	
Oct. 21	" " clerk, copy bill, &c.	3 25	
Dec. 31	" " sundry postages	1	
1820			
Dec. 4	By balance in the hands of the trustees in Merchants' paper	-	$ 25,823 13
		$600 06	$ 35,823 13
1820			
Dec. 4	By balance due trustees in current money, bro't down	$25 41	
" "	By Edm. I. Lee and Thos. Swann, amount of their account for lawyers' fees p. acc't filed	270	
" "	By Daniel Minor, amount of clerk's and marshal's fees in his hands	186	
" "	By William Newton's estate, rent of banking house 9 m'ns, at $350 per annum, (to be paid when assets only	262 50	
		$743 91	
" "	By commission for transacting this business, say on $		

ROMULUS RIGGS et al.
versus
SWANN, LEE, AND AULD, et al. } *In Chancery, December* 15, 1820.

In obedience to the decretal order of the honorable court, made in the before named cause, at November term, 1819, the undersigned, trustees of the late Merchants' Bank of Alexandria, respectfully report, that the foregoing account exhibits their transactions in execution of the trust; and from which it will be perceived they have *no* assets in their hands, but, on the contrary, that the trust subject is indebted to them; and the statement subjoined to the account will give some idea of the meagre prospect of obtaining assets from the outstanding debts and property. Judging from the situation of the property, the aspect of the times, and the movements of the debtors, the creditors whose claims have been preferred by the deed of assignment may finally obtain a dividend of 25 per cent. It is to be observed, however, that this estimate is founded on the very verge of probability.

THO. SWANN,
EDM. I. LEE,
COLIN AULD,
Trustees of Merchants' Bank.

Thomas Swann, Edm. I. Lee, and Colin Auld, trustees of the late Merchants' Bank of Alexandria, in account with the trust subject.

		Good money.	Merchants' Bank paper.
1821.	Dr.		
	To amount of Merchants' Bank paper, retired and deposited in Mechanics' Bank, -	-	152,349 09
	To amount in C. Auld's hands, - - - - - - - -	-	35,823 13
Sept. 24	To cash from James English, in part of bond of Anderson, English & Alexander, -	370	
Dec. 31	To amount received by E. I. Lee from John Rumney, - - - -	120	
	To amount received from James English by T. Swann, in part of bond, - -	1,000	
1822.			
Mar. 21	To amount received from Daniel Minor, being the proceeds of a negro girl taken from Anderson, and sold for costs; a bond of indemnity in this case was given by the trustees to the marshal, - - - - - - - - -	125 95	
June 13	To cash from Zimmerman & Hoof, for $31 20, M. B. paper, - - -	3 12	
	from Bank of Washington, amount of their purchase at public sale of lots Nos. 1 and 2, - - - - - - - - -	150	
1823.			
May 17	from Jos. Mandeville, for amount of his purchase of lot No. 4, - -	110	
	from James English, amount of his purchase lot No. 3, - - -	2,020	
22	To cash, proceeds of an iron cast metal chest, - - - - -	18 90	
1824.			
May 6	To balance due trustees in current money, - - - - - -	270 06	
		$4,188 03	188,172 22
1824.			
May 6	To balance due by trustees, in Merchants' Bank paper, brought down, - -	-	188,172 22

Cr.

1821.	By balance, as per account reported and filed per order of court,	25 41	
Dec. 31	By cash paid James his wages as bank porter,	41 50	
	Mr. Taylor's fee in Anderson & Wiley's case,	30	
1822.			
Jan. 11	Neill and Weedon, serving notices,	3 75	
	A. Faw, taking depositions $4, Bowie, serving notices 50 cents,	4 50	
Mar. 11	J. S. Scott, for attendance as a witness, &c.	15	
	clerk's and marshal's fees, in part paid Mr. Minor,	125 95	
Dec. 10	Samuel Snowden, advertising sale,	15 75	
1823.			
May 17	auctioneer's commission for selling property,	58	
	By fee paid D. Hoffman for suits against Craven T. Peyton,	20	
	By cash paid advertising sale in Herald,	15 75	
Dec. 17	Sundry fee bills paid marshal,	29 86	
	Costs on sundry suits paid do.	33 11	
	Lawyers' fees in 48 different suits, per account,	270	
	Amount of fee bills due clerks of courts, for 1818,	24 82	
	Do. do. for 1819,	35 82	
	Do. do. for 1820,	21 59	
	Do. do. for 1821,	38 96	
	Do. do. for 1822,	11 44	
1824.			
May	Sundry postages,	5 25	
	By commission on $188,172 22 3,917 97 ——— 192,090 19, at 1¾ per cent.	3,361 57	
		4,188 03	188,172 22
	By balance due trustees in current money, brought down,	270 06	

ROMULUS RIGGS *vs.* MERCHANTS' BANK ET AL.

To the Honorable the Judges of the Circuit Court of the United States for the District of Columbia, sitting in Alexandria:

The trustees of the late Merchants' Bank of Alexandria beg leave respectfully to report, that, in pursuance of the order made on the 13th day of May, 1819, and a subsequent order on the same subject, after duly advertising the time and place of sale, on the 16th January, 1822, they did proceed to sell, at public auction, all the lands and tenements conveyed to, or in any manner vested in, them as trustees; and all the property, debts and effects, claimed or held by them under the assignment, or which did in any manner arise from the property and effects so assigned, on the terms mentioned in the said decretal order, and agreeably to a schedule of the said property, debts and effects, then exhibited, and herewith filed, and marked with the letter A. That at the sale as aforesaid the highest and best bidders were the Bank of Washington, for lot No. 1, at the price of one hundred dollars, and No. 2 at the price of fifty dollars; James English for lot No. 3, at the price of two thousand and twenty dollars; and Joseph Mandeville, for lot No. 4, at the price of one hundred and ten dollars; and consequently became the purchasers, at the price before mentioned, amounting, in the whole, to two thousand two hundred and eighty dollars, with which the trustees have charged themselves in the preceding account; and they also refer to the auctioneer's account of sales, marked with the letter B, herewith filed. The preceding statement is the final account of the trustees, with respect to the trust property, showing a balance due to them, after taking credit for their commission of 270 dollars and 6 cents, and leaving in their hands, in Merchants Bank paper, the sum of 188,172 dollars and twenty two cents. During a period of more than seven years, the trustees have devoted much time to this business. It has been of the most troublesome and vexatious nature, arising from the various searches of the books and extracts from them, which were required, and tedious examinations, which could not be avoided, of accounts which, ultimately, in many instances, produced no benefit to the trust. The unprincipled conduct of several of the principal debtors, the number of suits it became necessary to prosecute at an advance of money, and the correspondence in which it involved the trustees with persons at a distance, having accounts with, or holding the obligations of the bank. Under all the circumstances of the case, the trustees humbly hope that the honorable court will consider the commission charged reasonable, and allow it accordingly.

All which is respectfully submitted.

THO. SWANN.
EDM. I. LEE.
C. AULD.

Alexandria, May 7, 1824.

And at a court continued and held for the District and county aforesaid, the 30th day of April, 1825, came John Cohagan, Robert Hall, and Benjamin Baden, by their solicitor, and filed their answers, which follow in these words and figures:

The answer of John Cohagan to a bill of complaint exhibited against him and others in the circuit court of the District of Columbia for the county of Alexandria, by Romulus Riggs and others.

Answer of John Cohagan.

This defendant, saving and reserving to himself all manner of advantage and benefit of exception to all uncertainties, imperfections, and untruths, in the complainants said bill of complaint contained, for answer thereto, or to as much thereof as he is advised is material for them to answer unto, he answereth and saith, that he was not himself a subscriber to the Merchants' Bank of Alexandria; that five shares of the stock of the said bank was subscribed in his name, but not by any person authorized by him to make the said subscription. This defendant never was in the said Merchants' Bank, that he never dealt with it in any manner, and had no concern with its affairs. As the shares of stock subscribed in his name stood as his property on the books of the said bank, he was obliged to make a transfer of the said stock to divest himself of the same, and accordingly made the transfer to Benjamin Baden. This defendant saith that it was for the very purpose of taking his name from the books of the bank that he made the said transfer, and, if this is to make him a stockholder, he must submit to the hard and destructive consequences, but he is advised and does insist that he was no stockholder, and that the act of transferring his stock for the avowed purpose of taking his name from the books of the bank, ought not, and could not, in a court of chancery, be looked upon as such an affirmance of the original said subscription, as to make him a stockholder. This defendant, for these reasons, does deny that he ever was a stockholder of the said bank.

This defendant having no knowledge of the concerns or transactions of the said bank, must submit to the court, for their careful and equitable consideration, all questions that may have a bearing upon his responsibility, and the extent and effect of that responsibility, whether the claims which have been set up by the complainants in this case, can be enforced against the subscribers to this institution, and to what extent, and in what way, is entirely submitted to the court. This defendant claims the benefit which the articles of association of the Merchants' Bank may afford, as well as any other benefit which he may be entitled to under the law or equity of the case; and he prays to be hence dismissed, with his reasonable costs, &c.

SWANN, *for the Defendant.*

COUNTY OF ALEXANDRIA, *to wit:*

John Cohagan appeared before the subscriber, a justice of the peace for the county aforesaid, and made oath that the matters and things in the foregoing answer contained, so far as they are stated from his own knowledge, are true; and so far as they are stated from the knowledge of others, he believes to be true. Given under my hand, this 25th day of April, 1825.

N. S. WISE.

Answer of Robert Hall.

The answer of Robert Hall to a bill of complaint exhibited by Romulus Riggs and others, against this defendant and others, in the circuit court of the county of Alexandria. This defendant, saving and reserving to himself all manner of advantage and benefit of exception to all uncertainties, imperfections, and untruths, in the complainant's said bill of complaint contained, for answer thereto, or to so much thereof as he is advised is material for him to answer unto, he answereth and saith, that he never subscribed for any stock in the Merchants' Bank of Alexandria, nor did he ever authorize any person to subscribe for him. This defendant saith that ten shares of the

stock of the said bank was subscribed in his name, with which subscription he was dissatisfied, and, in a few weeks after the subscription had been made, Camillus Griffith offered to this defendant to relieve him of the said stock, and to take it himself. This defendant, for the very purpose of getting rid of the said subscription, and relieving himself from any responsibility on account of the said bank, made the transfer to the said Griffith, and he, the said Griffith, became the real and bona fide holder of the said stock. This defendant, for these reasons, doth deny that he was a stockholder in the said bank, and he is advised and does insist that his transfer of the said stock for the purpose of getting rid of his said subscription, will not, and ought not, to constitute a stockholder in the said bank. This defendant never had any dealings whatever with the said bank, nor ever had any concern with the said bank, other than that of making the aforesaid transfer.

This defendant must submit to the court whether he is responsible to the complainants in this suit, and, if responsible, in what way and to what extent. This defendant, if the court should deem him responsible, must claim all the lawful benefits which the law and equity of the case may afford to him, and especially every benefit which may be secured to the stockholders by the articles of association. This defendant denies all fraud and unlawful combination, and prays to be hence dismissed, with his reasonable costs, &c.

SWANN, *for the Defendant.*

COUNTY OF ALEXANDRIA, *to wit:*

Robert Hall appeared before the subscriber, a justice of the peace for the county aforesaid, and made oath that the matters and things in the foregoing answer contained, so far as they are stated from his own knowledge, are true; and so far as they are stated from the knowledge of others, he believes to be true. Given under my hand, this 25th day of April, 1825.

ADAM LYNN.

Answer of Benjamin Baden.

The answer of Benjamin Baden to a bill of complaint, exhibited by Romulus Riggs and others, against him and others, in the circuit court of the county of Alexandria.

This defendant, saving and reserving to himself all manner of advantage to all uncertainties and imperfections in the complainants' said bill of complaint contained, for answer thereto, or to so much thereof as he is advised is material for him to answer unto, he answereth and saith: That he was not a subscriber to the Merchants' Bank of Alexandria; but, after the bank was established, he bought ten shares from Thomas K. Beale, and five shares were transferred to him by John Cohagan. This defendant doth not recollect the periods at which these transfers were made, but it was some time after the bank had gone into business. Whether receiving a transfer of these shares, made this defendant a partner in the said bank, he must submit to the decision of the court. If this measure should have imposed any responsibility upon him, he is advised he would only be liable for such paper as was issued by the said bank after he obtained the transfers of the said stock.

This defendant does not know whether the complainant is entitled to the relief which he is seeking against this defendant and others. This defendant saith that the notes issued by the said bank were, he believes, all made payable to Charles McKnight, who was then an officer of the said bank, and were endorsed in blank by him, for the purpose of making the said notes payable to bearer, and they uniformly circulated as notes paya-

ble to bearer, and were paid out by the bank with the intent that they should be so circulated.

This defendant requests the attention of the court to the articles of association under which the said bank was established, and prays to have every benefit which the said articles may afford to him; and he prays also to have the benefit of all other matters and things which the law and evidence of the case may entitle him to.

This defendant denies all fraud and unlawful combination, and prays to be hence dismissed, with his reasonable costs, &c.

SWANN,
for the Defendants.

COUNTY OF ALEXANDRIA, to wit:

Benjamin Baden appeared before the subscriber, a justice of the peace for the county aforesaid, and made oath that the matters and things in the foregoing answer contained, so far as they are stated from his own knowledge, are true; and so far as they are stated from the knowledge of others, he believes to be true.

Given under my hand, this 26th of April, 1825.

ADAM LYNN.

To which answers the complainants reply generally and issue, and the cause is returned to the rules for further proceedings, and commissions are awarded to take depositions.

And at a court continued and held for the District and county aforesaid, the 6th day of May, 1825, came the complainants, by their solicitor; and, on their motion, is its ordered that Master Commissioner Auld do state, and report to this court, the sums subscribed by the defendants respectively towards the capital stock of the bank in the bill mentioned, the amount paid on such subscriptions, and the sums from the said defendants yet due thereon.

And at the rules held in the clerk's office for the month of November, 1825, came the parties aforesaid, by their solicitors, and the cause is set for hearing on the bill, answers, depositions, and exhibits, and continued against the absentees.

And at a court continued and held for the District and county aforesaid, the 23d day of December, 1825, came the defendants, Peter Heiskell and James Bloxham, and filed their answers; which answers are in the words and figures following:

Answer of Peter Heiskill.

The separate answer of Peter Heiskill to the bill of complaint exhibited against him and others, by Romulus Riggs, on the chancery side of the circuit court of the said District of Columbia for the county of Alexandria.

This defendant, now and at all times hereafter, saving and reserving to himself all and all manner of exception to the many uncertainties, imperfections, and untruths in the complainant's bill contained, for answer thereto, or to so much thereof as this defendant is advised it is material for him at this time to answer unto, he answereth and saith, that he never was at any time, either directly or indirectly, a stockholder or partner in the concern or association called the "Merchants' Bank of Alexandria;" that, if his name does appear on the original subscription to the said association or

bank, which he by no means admits, it has been subscribed by some person unauthorized by this defendant: that he at no time ever acted as a stockholder, or made any claim as such; nor did he know, or ever suspect that his name appeared among the stockholders or partners in the said association or bank, until he saw the notes of the said bank in circulation, and was informed, through the medium of the newspapers, that he had been chosen one of the directors in said institution. He never subscribed himself for said stock, or purchased it from any other person. He denies all fraud and combination, and prays hence to be dismissed, with his reasonable costs, &c.

P. HEISKELL.

STATE OF VIRGINIA, *County of Frederick, sct.*

The within named respondent, Peter Heiskell, personally appeared before me, the subscriber, a justice of the peace for the said county, and made oath, in due form of law, that the several matters of the within answer by him signed, such as are therein stated to be of his own knowledge, are true; and such as are therein stated to be of the knowledge of others, he believes to be true. Given under my hand, this 12th day of November, in the year 1825.

JNO. BELL.

Answer of James Bloxham.

The answer of James Bloxham to the bill of complaint exhibited against him in chancery by Romulus Riggs and others, in the circuit court of the United States for the county of Alexandria. This defendant, saving and reserving to himself the benefit of exception to the many errors, untruths, and uncertainties, in the bill of complaint contained, in answer thereto, or to so much as he is advised he should answer to, he answereth and saith, that he never was, at any time, interested to the amount of one cent in the Merchants' Bank of Alexandria: that the stock subscribed in his name was taken for the use, and by the order, of one Thomas West Peyton, who was at the time a director of the Farmers' Bank, and who wished to conceal any agency or interest he might have in establishing the said Merchants' Bank. True it is, this defendant did transfer, as will appear by the books of the said bank, but did it at the request of the said Peyton, without having any agency in the taking, or interest in said transfer. This defendant, totally denying all combination, conspiracy, partnership, or interest, as charged on said bill of the complainant, prays to be dismissed, with his costs.

JAS. BLOXHAM.

ALEXANDRIA COUNTY, to wit:

Personally appeared before me, the subscriber, a justice of the peace for the county aforesaid, James Bloxham, and made oath that the matters and things stated in his answer annexed, which are of his own knowledge, are true; and those of the knowledge of others, he believes to be true. Given under my hand, this 28th day of November, in the year 1825.

N. S. WISE.

And now here, at this day, to wit, at an United States' circuit court of the District of Columbia, continued and held for the county of Alexandria, the aforesaid 5th day of December, 1827, (till which time this cause had been regularly continued,) came the parties aforesaid, by their solicitors; and

this cause coming on to be heard upon the bill, answers, depositions, and reports, and the arguments of counsel being heard, it is thereupon, this 5th day of December, 1827, considered by the court, and by the authority thereof ordered, adjudged, and decreed, that, inasmuch as it appears to the court from the reports and evidence in the cause, that there are no funds in the hands of the trustees, Thomas Swann, Edmund I Lee, and Colin Auld, mentioned in said bill, arising from said sales, made under the former orders of the court in this cause; to be paid or distributed to the complainants or other creditors, as to the said defendants the said trustees, the bill of the complainants should be dismissed; and it is accordingly hereby so decreed. And it is hereby further ordered and decreed, that the following defendants, Joseph Mandeville, John Jackson, Daniel Somers, James S. Scott, Alexander Moore, Thomas Semmes, Thomas Mount, Hugh Carolin, James R. Riddle, and Benjamin Baden, pay to the complainants the sum of $1,215, with interest thereon from the first day of January, 1818, till paid. And it appearing to the court that, of the sum so decreed, $131 only, of the notes of the said bank had been issued whilst the defendant, Hugh Carolin, was a member; and $63 75, only, during the time the said Benjamin Baden was a member; and the sum of $1,151 75 during the time James R. Riddle was a member; the above decree may be discharged, as to them, by their respective payments of the said sums of money, and costs. And as to all the other defendants in the complainants said bill named, it appearing to the court that they are either not served with process to appear to the said cause, or, where served with process, not charged by any evidence on the part of the said complainants, the bill of complaint as to them is hereby dismissed, with costs. And the defendants pray an appeal to the next Supreme Court; which is granted, on their giving bond and security, to be approved by one of the judges of this court. Decree.

And afterwards, to wit, at a court continued and held for the District and county aforesaid, the 9th day of December, 1829, the defendants prayed an appeal from the decree rendered in this case; which is granted them.

(N. B. The answers which are copied in this record were filed in the case of Riggs vs. same defendants, but received as their answers in this case.)

DISTRICT OF COLUMBIA, *Alexandria County*, to wit:

I, Edmund I. Lee, clerk of the United States' circuit court of the District of Columbia for the county of Alexandria, do hereby certify that the foregoing is a true transcript of the record of the proceedings in the case of John and Reuben Withers against the Trustees and Stockholders of the Merchants' Bank of Alexandria and others, lately depending in the said court, on the chancery side thereof In testimony whereof, I have hereunto set my hand, and affixed the seal of the said court, the 25th day of October, A. D 1832.

[L. S.] EDM. I. LEE.